

# HOUSE BILL 1047

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11r1451

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By: **Delegate Glenn**

Introduced and read first time: February 11, 2011

Assigned to: Environmental Matters

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## A BILL ENTITLED

1 AN ACT concerning

2 **Rental Housing – Tenant Victim of Domestic Violence or Sexual Assault –**  
3 **Lease Payment Obligation**

4 FOR the purpose of altering the liability under a residential lease if a tenant victim of  
5 domestic violence or sexual assault terminates the lease and vacates the  
6 premises; authorizing the tenant victim to terminate future liability under the  
7 lease except for a certain period of time after providing notice of an intent to  
8 vacate; establishing that this Act does not terminate or in any way impact the  
9 liability under the residential lease for the tenant who is the respondent in a  
10 certain cause of action resulting in a protective order or peace order for the  
11 victim tenant or victim legal occupant; making a clarifying change; and  
12 generally relating to the lease payment obligation of a tenant victim of domestic  
13 violence or sexual assault.

14 BY repealing and reenacting, with amendments,  
15 Article – Real Property  
16 Section 8–5A–02, 8–5A–03, and 8–5A–04  
17 Annotated Code of Maryland  
18 (2010 Replacement Volume and 2010 Supplement)

19 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF  
20 MARYLAND, That the Laws of Maryland read as follows:

21 **Article – Real Property**

22 8–5A–02.

23 (a) Subject to the requirements of [subsection (b)] **SUBSECTIONS (B) AND**  
24 **(C)** of this section, a tenant may terminate **THE TENANT’S FUTURE LIABILITY**  
25 **UNDER** a residential lease if the tenant or legal occupant is:

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 (1) A victim of domestic violence; or

2 (2) A victim of sexual assault.

3 (b) If a tenant or legal occupant is a victim of domestic violence or a victim of  
4 sexual assault, the tenant may provide to the landlord the written notice required  
5 under § 8–5A–03 or § 8–5A–04 of this subtitle and, if the written notice is provided,  
6 the tenant shall have 30 days to vacate the leased premises from the date of providing  
7 the written notice.

8 (c) A tenant who vacates leased premises under this section is responsible  
9 for rent **ONLY** for the 30 days following the tenant providing notice of an intent to  
10 vacate.

11 (d) If a tenant does not vacate the leased premises within 30 days of  
12 providing to the landlord the written notice required under § 8–5A–03 or § 8–5A–04 of  
13 this subtitle, the landlord is, at the landlord’s option and with written notice to the  
14 tenant, entitled to:

15 (1) All legal remedies against a tenant holding over available under §  
16 8–402 of this title; or

17 (2) Deem the tenant’s notice of an intent to vacate to have been  
18 rescinded and the terms of the original lease to be in full force and effect.

19 **(E) THE TERMINATION OF A TENANT’S FUTURE LIABILITY UNDER A**  
20 **RESIDENTIAL LEASE UNDER THIS SECTION DOES NOT TERMINATE OR IN ANY**  
21 **OTHER WAY IMPACT THE FUTURE LIABILITY OF A TENANT WHO IS THE**  
22 **RESPONDENT IN THE ACTION THAT RESULTS IN:**

23 **(1) A PROTECTIVE ORDER ISSUED FOR THE BENEFIT OF THE**  
24 **VICTIM TENANT OR VICTIM LEGAL OCCUPANT UNDER § 4–506 OF THE FAMILY**  
25 **LAW ARTICLE; OR**

26 **(2) A PEACE ORDER ISSUED FOR THE BENEFIT OF THE VICTIM**  
27 **TENANT OR VICTIM LEGAL OCCUPANT FOR WHICH THE UNDERLYING ACT WAS**  
28 **SEXUAL ASSAULT UNDER § 3–1505 OF THE COURTS ARTICLE.**

29 8–5A–03.

30 (a) If a tenant or legal occupant is a victim of domestic violence, the tenant  
31 may terminate [a] **THE TENANT’S FUTURE LIABILITY UNDER A RESIDENTIAL** lease  
32 under § 8–5A–02 of this subtitle if the tenant provides the landlord with written notice  
33 by first-class mail or hand delivery of an intent to vacate the premises and notice of  
34 the tenant’s or legal occupant’s status as a victim of domestic violence.

1           (b)    The notice provided under subsection (a) of this section shall include a  
2 copy of a protective order issued for the benefit of the tenant or legal occupant under §  
3 4–506 of the Family Law Article.

4 8–5A–04.

5           (a)    If a tenant or legal occupant is a victim of sexual assault, the tenant may  
6 terminate **THE TENANT’S FUTURE LIABILITY UNDER** a residential lease under §  
7 8–5A–02 of this subtitle if the tenant provides the landlord with written notice by  
8 first–class mail or hand delivery of an intent to vacate the leased premises, including  
9 the tenant’s or legal occupant’s status as a victim of sexual assault.

10           (b)    The notice provided under subsection (a) of this section shall include:

11                   (1)    A copy of a protective order issued for the benefit of the tenant or  
12 legal occupant under § 4–506 of the Family Law Article; or

13                   (2)    A copy of a peace order issued for the benefit of the tenant or legal  
14 occupant for which the underlying act was sexual assault under § 3–1505 of the Courts  
15 Article.

16           SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
17 October 1, 2011.